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Akio Higashi

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EXAMINER

RAVETTI, DANTE

ART UNIT

PAPER NUMBER

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	<b>Application No.</b> 10/588,268	<b>Applicant(s)</b> HIGASHI ET AL.	
	<b>Examiner</b> DANTE RAVETTI	<b>Art Unit</b> 3685	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 03 August 2006.
- 2a) ☐ This action is **FINAL**.                      2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-35 is/are pending in the application.
- 4a) Of the above claim(s) 12 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-11 and 13-35 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 03 August 2006 is/are: a) ☒ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☒ All    b) ☐ Some \*    c) ☐ None of:
1. ☒ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |                                                                                        |                                                                   |
|----------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)            | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)   | Paper No(s)/Mail Date. _____                                      |
| 3) <input checked="" type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____                                                            | 6) <input type="checkbox"/> Other: _____                          |

## **DETAILED ACTION**

### ***Acknowledgements***

1. This communication is in response to a Request for Continued Examination of Application No. 10/588,268 filed on April 3, 2009.
2. Claims 1-11 and 13-35 are currently pending and have been fully examined.
3. Claim 12 have been cancelled by the Applicant.
4. For the purpose of applying the prior art, PreGrant Publications will be referred to using a four digit number within square brackets, e.g. [0001].

### ***Continued Examination Under 37 C.F.R.- §1.114***

5. A request for continued examination under 37 CFR §1.114, including the fee set forth in 37 CFR §1.17(e), was filed in this application after final rejection. Since this application is eligible for continued examination under 37 CFR §1.114, and the fee set forth in 37 CFR §1.17(e) has been timely paid, the finality of the previous Office action has been withdrawn pursuant to 37 CFR §1.114. Applicant's submission filed on 04/03/2009 has been entered.

### ***Examiner's Comments/Remarks***

6. Applicants remarks, filed 03/03/2009 have been fully considered, but are not persuasive. Applicant asserts the following:

In the Office Action, the Examiner indicates that "the license import period" of the present invention is a general condition for using a license, and that employing the license import period until the import period expires is also a well known practice in the art. However, the Applicants respectfully disagree with the Examiner on this point.

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There is an advantage of employing a license import period separately from a validity period of the license. Specifically, the terminal apparatus needs to import a license within the license import period after obtaining the license in order to validate the license. Therefore, in the case where a license is not imported within the license import period by the terminal apparatus, it is no longer possible to use the license.

Thus, it is possible to delete the license regardless of a remaining period of the validity period of the license. This makes it possible (as described in the specification) that "both of an unlimited license obtainment and an increase of data size to be managed can be prevented by managing the ID and validity period of the license obtained by the terminal apparatus as an import log of the license and holding the license import log at least until the import period of the license expires."

Here the Applicant is attempting to assert that there is a distinction between a "license import period" with the "validity period of the license." Both described attributes, which discloses the concept of employing some sort of use or restriction/limitation upon a license. Therefore, after careful consideration, the Examiner respectfully disagrees with the Applicant assertion.

Applicant then adds newly recited language to his claim limitations in an attempt to become distinguishable from the Examiner's cited prior art; however, Examiner would like to point out the newly added language of Claim 1, and others, describes "non-functional descriptive material." For example, as to Claim 1, Applicant recites, "...wherein<sup>1</sup> the license import period is a period that is set separately from a validity period of the license,...." However, this is an example of non-functional descriptive material.<sup>2</sup>

Applicant then adds newly recited language to his claim limitations in an attempt to become distinguishable from the Examiner's cited prior art; however Examiner would

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<sup>1</sup> Wherein --MPEP 2114; In re Swineheart, 169 USPQ 226; In re Schreiber, 44 USPQ2d 1429 (Fed. Cir. 1997); While features of an apparatus may be recited either structurally or functionally, claims directed to an apparatus must be distinguished from the prior art in terms of structure rather than function alone

<sup>2</sup> In re Gulack, 217 USPQ 401 (Fed. Cir. 1983), In re Ngai, 70 USPQ2d (Fed. Cir. 2004), In re Lowry, 32 USPQ2d 1031 (Fed. Cir. 1994); MPEP 2106.01 II; Where the printed matter is not functionally related to the substrate, the printed matter will not distinguish the invention from the prior art in terms of patentability .... [T]he critical question is whether there exists any new and unobvious functional relationship between the printed matter and the substrate;

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like to point out that the newly added language to Claim 1, and others, describes

“intended use.” As to claim 1, and others, Applicant recites:

said license importing unit is operable to (1) determine whether or not a current time is within the license import period, (2) import the license when determined that the current time is within the license import period, and (3) avoid importing the license when determined that the current time is not within the license import period.

Applicant is reminded that functional recitations using the word, “for,” “adapted to,” “configured to,” or other functional terms (e.g. claim 1 which recites, “...said license importing unit is operable to...” ) have been considered, but are given little patentable weight<sup>3</sup> because they fail to add any structural limitations and are thereby regarded as intended use language. To be especially clear, all limitations have been considered; however, a recitation of the intended use in a product claim must result in a structural difference between the claimed product and the prior art in order to patentably distinguish the claimed product from the prior art.

Therefore, after careful review of all of Applicant’s points of contentions, the Examiner respectfully disagrees with the Applicant and maintains his rejection.

### ***Claim Rejections - 35 USC § 103***

7. The following is a quotation of 35 U.S.C. §103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

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<sup>3</sup> In re Gulack, 703 F.2d 1381, 217 USPQ 401, 404 (Fed. Cir. 1983) (stating that although all limitations must be considered, not all limitations are entitled to patentable weight.);

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8. Claims 1, 8-11, 20, 25, 27, 29-30 and 32 are rejected under 35 U.S.C. §103(a) as being unpatentable over Kawamura, (US 2005/0146966) ("Kawamura").

**As to claims 1, 20, 25, 27, 29-30 and 32:**

Kawamura expressly teaches:

a license importing unit operable to import the license transmitted from the transmission device (See at least Abstract, [0011]-[0016], [0101], [0106], Figure 6, 7, 9, 12, 13, 15);

a log recording unit operable to store a license import log including the license ID (See at least Abstract, [0015], [0019], [0023], [0025]-[0027], [0089], [0092]-[0093], [0095], [0101], [0106]); and

a license import controlling unit operable to prohibit importing of the license to be performed by said license importing unit, in the case where the license import log includes a license ID that is the same as the license ID of the license to be imported by said license importing unit (See at least Abstract, [0011]-[0016], Figure 6, 7, 9, 12, 13, 15);

wherein the license import period is a period that is set separately from a validity period of the license (See at least Abstract, [0011]-[0016], Figure 6, 7, 9, 12, 13, 15); and

said license importing unit is operable to (1) determine whether or not a current time is within the license import period, (2) import the license when determined that the current time is within the license import period, and (3) avoid importing the license when determined that the current time is not within the license import period (See at least Abstract, [0011]-[0016], Figure 6, 7, 9, 12, 13, 15);

Kawamura does not expressly teach:

the license import period, at least until the license import period expires;

However, the use of a license import period is often a condition for a license which employs the use of an expiration period. The use of an import period until the import period expires is an old and well known practice in the art.

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**As to claim 8:**

Kawamura expressly teaches:

wherein, in the case where the license is imported by said license importing unit, a license import log is recorded further in said log recording unit, the license import log including a license ID and a validity period of the imported license (See at least [0135]).

**As to claim 9:**

Kawamura expressly teaches:

further comprising a license import period generating unit operable to generate the license import period of the license import log in the case where the license import period is not set in the license, wherein said log recording unit is operable to hot, store a license import log including the license ID and the generated license import period (see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

**As to claim 10:**

Kawamura expressly teaches:

wherein a license import condition is further assigned to the license, and said license import controlling unit is operable to control importing of the license based on the license import condition (see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

**As to claim 11:**

Kawamura expressly teaches:

further comprising a message presenting unit operable to present, in the case where the license is not imported by said license import controlling unit, at least one of an indication that the license cannot be imported, and a reason why the license cannot be imported (see at least at page 1, par. [0090], [0093]; page 6, par. [0102], [0107]);

**As to claims 33 and 34:**

Kawamura does not expressly teach:

wherein said log recording unit deletes, every predetermined period, a previously stored license import log whose corresponding license import period has expired.

wherein said log recording unit deletes the previously stored license import log at the time of recording a new license import log.

However, the use of a log recording unit, it is function of the log to delete previous log entries to keep it current. The use of a log recording unit, it is function of the log to delete previous log entries to keep it current is old and well known in the art.

**As to claim 35:**

Kawamura expressly teaches:

wherein the message regarding the reason why the license cannot be imported is presented to the user and the reason includes that "another terminal has obtained the license." (See at least at, [0090], [0093], [0102], [0107]);

9. Claims 2-5, 21, 22, 24 and 26 are rejected under 35 U.S.C. §103(a) as being unpatentable over Kawamura and in view of Corbin, (US 5,138,712) ("Corbin").

**As to claims 2 and 21:**

Kawamura teaches substantially as claimed:

a license decrypting unit operable to decrypt an encrypted license once before the encrypted license is imported by said license importing unit, and to generate a decrypted license (See at least [0095], [0110], [0175], Figure 8);

Kawamura does not expressly teach:



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a re-encrypting unit operable to re-encrypt the decrypted license using an encryption key that is different from an encryption key used for encrypting the encrypted license, and to generate a re-encrypted license; and

a storing unit operable to store at least the re-encrypted license.

However, Corbin expressly teaches:

a re-encrypting unit operable to re-encrypt the decrypted license using an encryption key that is different from an encryption key used for encrypting the encrypted license, and to generate a re-encrypted license (See at least col. 6, lines 56-67), (col. 8, lines 50-67), (col. 9, lines 10-52)); and

a storing unit operable to store at least the re-encrypted license (See at least col. 1, lines 65-69), (col. 2 lines 1-2, 40-50), (col. 5, lines 15-25)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Corbin because re-encrypting licenses aids in preventing the distribution of un-authorized licenses.

**As to claim 3:**

Kawamura discloses as discussed above, however, Kawamura does not expressly teach:

wherein an encryption transformation period is further assigned to the license, the encryption transformation period being a period during which a re-encryption is allowed to be performed by said re-encrypting unit (See at least claims 3, 7), and

said re-encrypting unit is operable to generate the re-encrypted license by re-encrypting license within the encryption transformation period, and to store the re-encrypted license in said storing unit.

However, Corbin expressly teaches:

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wherein an encryption transformation period is further assigned to the license, the encryption transformation period being a period during which a re-encryption is allowed to be performed by said re-encrypting unit (See at least Claims 3 and 17); and

said re-encrypting unit is operable to generate the re-encrypted license by re-encrypting license within the encryption transformation period (See at least (col. 6, lines 56-67), (col. 8, lines 51-67), (col. 9, lines 10-52)); and

to store the re-encrypted license in said storing unit (See at least col. 1, lines 65-69), (col. 2 lines 1-2, 40-50), (col. 5, lines 15-25)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Corbin because re-encrypting licenses aids in preventing the distribution of un-authorized licenses.

**As to claim 4:**

Kawamura expressly teaches:

wherein said reception device is made up of a terminal apparatus which reproduces the content and a security module which is operated in conjunction with said terminal apparatus (See at least Abstract, [0056], [0062], [0083], Figure 2-3);

said storing unit is included in said terminal apparatus (See at least [0070], [0075]-[0077], [0087], [0089], Figure 2-3);

at least one of said license importing unit, said log recording unit, said license import controlling unit (See at least Figure 3, 6-7, 12, 14); and

Kawamura does not expressly teach:

said re-encrypting unit is included in said security module;

the encryption key used by said re-encrypting unit is a stored encryption key that is unique to one of said security module and said terminal apparatus.

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However, Corbin expressly teaches:

said re-encrypting unit is included in said security module (See at least (col. 1, lines 65-69), (col. 2, lines 40-50), (col. 5, lines 15-26), (col. 9, lines 20-35)); and

the encryption key used by said re-encrypting unit is a stored encryption key that is unique to one of said security module and said terminal apparatus (See at least col. 2, lines 7-30), (col. 10, lines 16-36)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Corbin because employing the use of unique encryption keys aids in preventing un-authorized use.

**As to claims 5 and 24:**

Kawamura discloses as discussed above; however, Kawamura does not expressly teach:

further comprising a re-encrypted license decrypting unit operable to judge whether or not the license has been re-encrypted, and

to decrypt the re-encrypted license in the case of judging that the license has been re-encrypted.

However Corbin expressly teaches:

further comprising a re-encrypted license decrypting unit operable to judge whether or not the license has been re-encrypted (See at least (Col. 6, lines 56-67), (Col. 8, lines 50-67), (Col. 9, lines 29-36), (Col. 9, lines 45-52), Claim3); and

to decrypt the re-encrypted license in the case of judging that the license has been re-encrypted (See at least (Col. 6, lines 56-67), (Col. 8, lines 50-67), (Col. 9, lines 29-36), (Col. 9, lines 45-52), Claim3);.

Applicant's specification recites:

Next, the ECM re-encrypting unit 3201 judges whether or not a license can be re-encrypted using a result of the encryption transformation permission judgment in step S3501 (step S3502). In the case where the encryption transformation is permitted [0360].

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Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Corbin because re-encrypting a license is used to ensure the license is securely maintained.

**As to claim 22:**

See the discussion of Claims 2 and 3;

**As to claim 26:**

See the discussion of Claims 2 and 3;

10. Claims 6-7 and 23 are rejected under 35 U.S.C. §103(a) as being unpatentable over Kawamura and in view of Ginter et al., (US 7,124,302) ("Ginter").

**As to claims 6 and 23:**

Kawamura discloses as discussed above; however, Kawamura does not expressly teach:

further comprising a contract judging unit operable to judge whether or not a contract regarding the license to be obtained by said license importing unit has been made, wherein said license importing unit is operable to judge whether or not the license import period is valid in the case where said contract judging unit judges that the contract has been made, and to permit importing of the license when judging that the license import period is valid.

However, Ginter expressly teaches:

further comprising a contract judging unit operable to judge whether or not a contract regarding the license to be obtained by said license importing unit has been made (See at least (Col. 5, lines 35-53), (Col. 6, lines 50-55), (Col. 7, lines 5-15), (Col. 9, lines 50-60), (Col. 14, lines 55-67);

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wherein said license importing unit is operable to judge whether or not the license import period is valid in the case where said contract judging unit judges that the contract has been made, and to permit importing of the license when judging that the license import period is valid (see at least at col. 47, lines 30-40; col. 47, lines 25-35; col. 154, lines 43-55).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Ginter because contracts or agreements are used with the distribution of licenses.

**As to claim 7:**

Kawamura teaches substantially as claimed:

wherein said reception device is made up of a terminal apparatus which reproduces the content (See at least [0087], [0090], [0091], [0094] and [0116]);

Kawamura does not expressly teach:

and a security module which is operated in conjunction with said terminal apparatus, said contract judging unit is included in said security module;

However, Ginter expressly teaches:

and a security module which is operated in conjunction with said terminal apparatus, said contract judging unit is included in said security module (see at least at col. 5 lines 35-53; col. 6, lines 50-55; col. 7, lines 5-15; col. 9, lines 50-60; col. 14, lines 55-67);

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Ginter because control judging units are used to ensure proper distribution and use of content.

11. Claims 13-19, 25, 28 and 31 are rejected under 35 U.S.C. §103(a) as being unpatentable over Kawamura and in view of Block et al., (US 2003/0220883) ("Block").

**As to claim 13:**

Kawamura discloses as discussed above; however, Kawamura does not expressly teach:

wherein a package ID that is an identification number of a package, an in-package license ID that is an identification number included in the package,

and a validity period of the license are further assigned to the license,

the package being a unit off-for purchasing the content,

said log managing unit is operable to record, at a first importing of the license in the package, a license import log including the package ID, the in-package license ID, the validity period, and an imported license ID that has been already imported, said log managing unit is operable to update and record, at a second and subsequent importing of the license in the package, only the imported license ID of the license import log, and said license import controlling unit is operable to control importing of the license performed by said license importing unit, in the case where the license import log includes a pair that is the same as a pair of the package ID and the in-package license ID.

However, Block expressly teaches:

wherein a package ID that is an identification number of a package, an in-package license ID that is an identification number included in the package (See at least [0016]-[0018]);

and a validity period of the license are further assigned to the license (See at least [0004], [0014], [0016]);

the package being a unit off-for purchasing the content (See at least [0004], [0005], [0007]);

said license import controlling unit is operable to control importing of the license performed by said license importing unit, in the case where the license import log includes a pair that is the same as a pair of the package ID and the in-package license ID (See at least [0020], [0081], Claim 20).

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Block does not expressly teach:

said log managing unit is operable to record, at a first importing of the license in the package, a license import log including the package ID, the in-package license ID, the validity period, and an imported license ID that has been already imported, said log managing unit is operable to update and record, at a second and subsequent importing of the license in the package, only the imported license ID of the license import log;

However, Block does teach ("each manifest file indicating at least one corresponding document file of the plurality of document files and comprising a unique package ID designating a corresponding software package... determining a corresponding manifest file from the plurality of manifest files on the basis of the extracted unique package ID;") Therefore, a predicable result of Block would have been to employ the use of a manifest as a log, to keep track of items.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Block because when distributing a software, in a package form, certain package information and procedures are necessary to use to assist in the distribution.

**As to claims 14, 28 and 31:**

Kawamura teaches substantially as claimed:

a license generating unit operable to generate the license (See at least [0005], [0054]);

a license ID assigning unit operable to assign the license with a license ID that is an identification number (See at least [0119], [0131]-[0134]);

a transmitting unit operable to transmit, to the reception device, the license to which at least the license ID and the license import period are assigned (See at least [0170], [0194], [0221]);

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Kawamura does not expressly teach:

a license import period assigning unit operable to control an import period of the license by assigning the license with a license import period that is a period during which at least the license is allowed to be imported to the reception device and made available for use;

However, Block expressly teaches:

a license import period assigning unit operable to control an import period of the license by assigning the license with a license import period that is a period during which at least the license is allowed to be imported to the reception device and made available for use (See at least [0006]);

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify Kawamura to include the features of Block because employing the use of an import period assist to ensure that license do not become stale.

**As to claims 15:**

The combination of Kawamura/Block discloses as discussed above; however, the combination of Kawamura/Block does not expressly teach:

wherein the reception device comprises a re-encrypting unit operable to generate a re-encrypted license by re-encrypting a decrypted license using an encryption key that is different from an encryption key used for encrypting the license,

said transmission device further comprises an encryption transformation period assigning unit operable to assign the license with an encryption transformation period that is a period during which re-encrypting of the license is allowed to be performed by the re-encrypting unit,

wherein said transmitting unit is operable to transmit, to the reception device, the license to which at least the license ID and the encryption transformation period are assigned.



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However Corbin expressly teaches:

wherein the reception device comprises a re-encrypting unit operable to generate a re-encrypted license by re-encrypting a decrypted license using an encryption key that is different from an encryption key used for encrypting the license (See at least (Col. 6, lines 56-67), (Col. 8, lines 50-67), (Col. 9, lines 10-52));

said transmission device further comprises an encryption transformation period assigning unit operable to assign the license with an encryption transformation period that is a period during which re-encrypting of the license is allowed to be performed by the re-encrypting unit (See at least (Col. 7, lines 56-67), (Col. 9, lines 10-35), (Col. 10, Table), Claim 3, 17);

wherein said transmitting unit is operable to transmit, to the reception device, the license to which at least the license ID and the encryption transformation period are assigned (See at least (Col. 7, lines 56-67), (Col. 9, lines 10-35), (Col. 10, Table), Claim 3, 17).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the combination of Kawamura/Block to include the features of Corbin because re-encrypting a license is used to ensure security of the license and prevent un-authorized use.

**As to claim 16:**

Kawamura expressly teaches:

further comprising a license import period assignment determining unit operable to determine whether or not to assign the license import period to the license (see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

**As to claim 17:**

Kawamura expressly teaches:

further comprising a license import condition assigning unit operable to assign a license import condition to the license(see at least at [0006]; [0093]; [0112]-[0113]; [0127]).

**As to claim 18:**

The combination of Kawamura/Block discloses as discussed above; however the combination of Kawamura/Block does not expressly teach:

further comprising a license encrypting unit operable to generate an encrypted license by encrypting the license.

However Corbin expressly teaches:

further comprising a license encrypting unit operable to generate an encrypted license by encrypting the license (See at least Abstract, (Col. 2, lines 35-60), (Col. 5, lines 60-67), (Col. 6, lines 56-67)).

Therefore, it would have been obvious to one of ordinary skill in the art at the time of the invention to modify the combination of Kawamura/Block to include the features of Corbin because re-encrypting a license is used to ensure security of the license and prevent un-authorized use.

**As to claim 19:**

Kawamura expressly teaches:

wherein the license import period is one of a validity period of the license and a period that is set separately from the validity period of the license (See at least [0083]-[0085]).

12. **Examiner's Note:** The Examiner has pointed out particular references contained in the prior art of record within the body of this action for the convenience of the applicant. Although the specified citations are representatives of the teachings in the art and are applied to the specific limitations within the individual claim, other passages and figures may apply. Applicant, in preparing the response, should consider fully the entire

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reference as potentially teaching all or part of the claimed invention, as well as the context of the passage as taught by the prior art or disclosed by the Examiner.

### **Conclusion**

13. The prior art made of record and not relied upon is considered pertinent to Applicant's disclosure.

- Kranz et al., (US 2005/0091216); [0059] FIG. 4a shows examples of some of the data that may be included in a license 130. The license 130 includes an expiration date 402 for the license. The expiration date may indicate when the license becomes invalid. This enables the licensor to revoke the license after a certain period of time. If the license is an evaluation license, a grace period may be indicated. For example, a sixty-day time limit can begin the day the license is created.
- Endoh; (US 2004/0117784); [0152] FIG. 23 shows the license file ID table stored in the multifunction apparatus 100. In the license file ID table, a plurality of records each including a set of a license file ID (2301) and an expiration date of installation (2302) are described. A new record is added via the process shown in FIG. 22. The core 10 of the multifunction apparatus 100 checks the license file ID table at scheduled intervals. If the core 10 detects a record whose expiration date of installation has already been reached, the core 10 deletes the detected record and makes it reusable. This prevents the license file ID data from expanding without any restriction.
- [0153] Although in the present embodiment, records whose expiration date of installation has already been reached are deleted from the license file ID table thereby preventing the number of license file IDs from increasing, the expiration date of installation may not be described in the license file ID table and license file IDs of installed license files may be stored for an indefinite period. In this case, there is a possibility that the size of the license file ID table reaches a predetermined value. A problem that will occur when the size of the license file ID table reaches the predetermined value can be avoided by providing means for disabling or limiting further installation of license files when the size of the license file ID table reaches the predetermined value.

Any inquiry concerning this communication or earlier communication from the examiner should be directed to Mr. Dante Ravetti whose telephone number is (571) 270-3609. The examiner can normally be reached on Monday – Thursday 9:00am-5:00pm.

If attempts to reach examiner by telephone are unsuccessful, the examiner's supervisor, Mr. Calvin Hewitt may be reached at (571) 272-6709. The

fax phone number for the organization where this application or proceeding is assigned is (571) 270-4609.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system see <http://pair-direct.uspto.gov>. Should you have questions on access to the private PAIR system, please contact the Electronic Business Center (EBC) at 1-(866) 217-9197. If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 1-(800) 786-9199 (IN USA or CANADA) or 1-(571) 272-1000.

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Examiner, Art Unit 3685  
Friday, June 05, 2009

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